**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is dated 08 March 2011

# PARTIES

1. X company Ltd, a company incorporated and registered in England and Wales (company number 5942438) which has its registered office in XXXXX
2. [⚫] (the **"Recipient"**) (each a **"party"** and together the **"parties"**)

# BACKGROUND

In consideration of the benefits to the parties of disclosing and receiving the Confidential Information set out below, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

# DEFINITIONS

1. **"Advisers"** means, in relation to each party that party's current legal advisers, and such other advisers as are agreed between the parties from time to time;
2. **"Affiliates"** means in relation to any person, any other person who controls or is controlled by, or under common control with, that person;
3. **"Confidential Information"** means:
   1. all information relating to SF or its Affiliates which is or has been made available by SF or its Related Persons to the Recipient or its Related Persons relating to any issue concerning the authority of SF's directors, or their conduct;
   2. analyses, compilations, studies and other material prepared by the Recipient or its Related Persons which contain, reflect or are otherwise generated from the information described in (a) above; and
   3. the existence and contents of the discussions between the parties, including the identity of the parties and the existence and contents of this agreement,

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether disclosed or created before or after the date of this agreement, but, in the case of the information referred to in (a) and (b) above only, excluding information which:

* 1. is or becomes publicly available (other than as a direct or indirect result of any breach of the terms of this agreement) and could be obtained by any person with no more than reasonable diligence; or
  2. is known to the Recipient or its Related Persons before it is disclosed by SF or its Related Persons or is lawfully obtained by the Recipient after such disclosure, other than from a source which is connected with SF and which, in either case, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to SF or its Affiliates;

1. **"Related Persons"** means, in relation to a party, its Affiliates, directors, employees and Advisers at any time when the provisions of this agreement apply.

# CONFIDENTIALITY

## The Recipient will:

### keep the Confidential Information secret and confidential;

### subject to clause 4.2, not disclose the Confidential Information to anyone other than those of the Recipient's Related Persons who, in the Recipient's reasonable opinion, need to know the Confidential Information, in each case in confidence and only to the extent necessary;

### ensure that each Related Person to whom the Confidential Information is disclosed is aware of and observes the Recipient's obligations of confidence under this agreement and will procure that each such person enters into confidentiality agreements with SF in terms no less strict than those contained in this agreement; and

### only contact any of SF's Related Persons in relation to the Confidential Information if and to the extent that SF has approved that contact for that purpose.

## The Recipient may disclose Confidential Information to the extent required by applicable laws or regulations, provided that before it discloses any Confidential Information the Recipient will, to the extent permitted by applicable law and regulation, inform SF of the full circumstances and the information required to be disclosed, consult with SF as to possible steps to avoid or limit disclosure, take such of those steps as SF may reasonably require.

## The Recipient will immediately inform SF of the full circumstances of any disclosure upon becoming aware that Confidential Information has been disclosed in breach of the terms of this agreement.

## The Recipient will, within ten days of receipt of a written demand from SF:

### destroy or, at the option of SF (other than the information described in paragraph 4.4.2) return, all original and copy documents and information containing Confidential Information in the possession or control of the Recipient or its Related Persons;

### destroy all original and copy documents and information containing analyses, compilations, studies or other material generated by the Recipient from the Confidential Information;

### to the extent that any Confidential Information or information referred to in paragraph 4.4.1 or 4.4.2 is held on any computer, disk or other device, permanently remove such information, provided that it shall be sufficient to satisfy the Recipient's obligations under this paragraph 4.4 if such information is no longer accessible without the use of computer forensic or data recovery software; and

### if requested by SF, provide a certificate signed by a director of the Recipient confirming compliance with the obligations contained in this paragraph 4.4,

provided that the Recipient (and any of its Related Persons and Advisers to whom Confidential Information has been disclosed in accordance with the terms of this agreement) may retain such Confidential Information as is required to be retained by it under applicable law or regulation, subject always to the duties of confidentiality in respect of such Confidential Information contained in this agreement.

# GOVERNING LAW AND JURISDICTION

## This agreement and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) is governed by, and is to be construed in accordance with, English law.

## The courts of England shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with this agreement and accordingly any proceedings arising out of or in connection with this agreement are to be brought in the courts of England.

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For and on behalf of For and on behalf of [the Recipient]